



**STATE OF TENNESSEE
DEPARTMENT OF HUMAN SERVICES**

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PHIL BREDESEN
Governor

VIRGINIA T. LODGE
Commissioner

October 31, 2003

MEMORANDUM

TO: Interested Public and Not-for-Profit Organizations

FROM: Virginia T. Lodge, Commissioner

**SUBJECT: Grant Announcement
Families First Core Services for
State Fiscal Years 2005 – 2007**

The Tennessee Department of Human Services (DHS) requests proposals from interested non-profit organizations for the purpose of providing employment and training services to Families First participants. This memorandum describes the process for submitting proposals, the services being solicited and the funding requirements for each service or combination of services. Only proposals from public and public non-profit or private non-profit agencies will be accepted. This includes, but is not limited to, faith-based agencies, local government agencies, and other community-based agencies. Any agency proposing to provide Families First Core Services may also submit a proposal to provide Transportation and Support Services that are being procured through a separate Announcement of Funding. Agencies that have the ability and resources to contribute donor cash match, Certified Public Expenditures, in-kind or other matching resources are preferred.

All funding is dependent upon approval of the Department of Human Services final budget. This process will not be complete until 2004. Therefore, all proposals are subject to final contract negotiations that are based on available funding.

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Time Frames

The time frame for developing and submitting Families First Service Proposals for all grants is between the dates of October 31, 2003 and December 19, 2003. Once proposals have been evaluated and grants have been announced, grant contract negotiations will be developed through a process directed by the local DHS Area Manager or District Administrative Director who will decide on an array of services suitable for their counties. Each Area Manager is responsible for determining what services are needed, based on the projected caseload size and needs of that county.

Proposals are due on December 19, 2003 by 12:00 noon (Central Standard Time). Ten copies of each proposal must be submitted to the Families First State Office of the Department of Human Services, 400 Deaderick Street, 12th Floor, Citizens Plaza, Nashville, TN 37243, Attention: Susan Cowden. Agencies are reminded that all proposals must be securely sealed and have the enclosed label attached or be clearly marked "Proposal". In addition, please submit one copy to the District Office for the area of the state in which your organization proposes to provide services. Attachment entitled "ATTACHMENT A" is included in order to provide the correct address and contact information.

Proposals must follow the attached outline (ATTACHMENT C). Proposals will be excluded from rating if all topics are not addressed and all required attachments are not included. All proposals must be in English. Agencies will be notified by February 6, 2004 of the acceptance or denial of their proposal. Grant contracts will be completed and submitted to grantees by May 4, 2004.

Grants will begin on July 1, 2004, and will be in effect for two years, barring any need to modify, change or cancel the grant contract. The Department reserves the right to change the method of contracting, issue a new request for proposals, request grant contractors to increase or decrease services (depending upon caseload needs and fluctuations in funding), and to cancel poorly performing or poorly managed grant contracts. This means funding may fluctuate up or down or some or all contracted services may be terminated during this two-year period.

Grant Announcement Exclusions

This announcement does not include funding for Adult Basic Education, Family Services Counseling, Transportation, Families First Pilot Projects, other Support Services or Child Care services, all of which are grant contracted under separate grant contracts and/or proposals. Funding for Transportation/Support Services will be offered under a separate Announcement of Funding. Bidders may also submit proposals for both announcements, Transportation/Support Services and Core Services.

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New Emphasis for Families First – Outcomes Measurement

The emphasis for Families First during this grant cycle will be achieving outcomes for all participants that leave Core Services by exiting the Employment Career Services (ECS) activity. DHS plans to measure grantees against several factors used by the US Department of Health and Human Services and the US Department of Labor to measure states' efforts in the TANF program. Families First grant contractors will be measured using data from the DATA TRACKING SYSTEM FOR THE WORK COMPONENTS (JTPA)/Families First data tracking system, the ACCENT system, and the Unemployment Insurance Wage File. These measures will be shared with providers and used to determine overall effectiveness.

For each participant served by an agency, an Employment Career Specialist will be assigned. For each participant that leaves ECS the following components will be measured:

- Employment
- Employment retention
- Wage progression

Data will be compiled by matching participants with the Unemployment Insurance Wage File. Performance results will be available quarterly and published annually. Future funding will be dependent upon each grant contractor's ability to demonstrate continuous improvement in achieving participant outcomes.

Each grant contractor will be expected to begin a continuous improvement process, where negotiated measures increase annually, throughout the life of the grant contract.

Services to be Purchased

The Department will purchase Core Services which include:

- Employment Career Services (ECS)
- Work Preparation Activities
- Case Management Specialists and/or Multifunctional Staff (rural areas only)
- Job Training

All services are further defined in attachments to this memorandum.

Collaboration Between Local Agencies

Although agencies are not required to partner with other agencies in order to apply for funding, partnerships will be recognized in the proposal evaluation process. Partnerships may include collaboration with other community partners or sub-contracts with other community agencies. Agencies are encouraged to include sub-recipients in their proposal only if they feel that these relationships will enhance their ability to produce outcomes. Single agencies that are not capable of providing all core services should attempt to partner with other agencies or they need not apply.

Coordination with Local Human Services Offices

The core service provider will have a core group of participants, work with a core group of DHS caseworkers and focus all of their energies on successful outcomes for this group of participants for which they are responsible. DHS caseworkers will remain the focal point for each customer's Personal Responsibility Plan. For those participants who are exempt from work activities or have other activities such as Adult Education or Family Services Counseling as full-time activities, no referral to Core Services (ECS and/or Work Preparation) will be made. Caseworkers will be responsible for making referrals to be served to Adult Education, Family Services Counseling, other required services (High School, School Attendance for children, etc.) and Core Services (ECS and Work Preparation). If a participant is engaged in seeking employment, is in need of activities to compliment other employment, or is in need of employment that will make them no longer dependent on cash assistance a referral will be made to Core Services. Core services grant contractors will be responsible for assigning an Employment Career Specialist to each participant, will offer work preparation activities to achieve competency, insure that the required hours are met and will make every effort to ensure that participants make a transition to employment that leads to self-sufficiency.

Matching Funds

All agencies making application for grant funding are encouraged to demonstrate the ability to provide matching funds. Proposals will be given preference if the proposal reflects the following types of matching funds:

- Certified Public Expenditures (from public agencies)
- Third Party Donated Cash Match (from non-profit agencies)
- In-Kind Matching Funds (from agencies with no CPE or third party match)

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For New Bidders

For organizations that have never provided Families First Services or for those who need additional information regarding the program, a copy of the Families First Law and the Families First Contractor Policy and Procedures Manual may be obtained by going to our web site at www.state.tn.us/humanserv.

Scope of Proposals

An organization may apply to provide service in any county or combination of counties in the state. Awards and grant contract negotiations will determine the final scope of services.

Funding

Funding levels will be determined during grant contract negotiations. This announcement is focused on a formula funding approach instead of a full time equivalency (FTE) approach.

For Work Preparation Activities, a fee of \$400 per enrollee will be paid to the grant contractor. The participant is considered an “enrollee” after they have been participating in the work prep component for five (5) consecutive days. A total number of Work Preparation slots will be determined during grant contract negotiations.

For Employment Career Specialists, Case Management Assistants and Multifunctional Staff, a block of funding will be allocated to cover all expenses relative to “Personnel”, based on the number of participants to be served by the grant contractor. This will allow the grant contractor greater flexibility in establishing salary, benefits, travel, and equipment amounts. Grant contracts will reflect one line item for “Personnel Related Expenses” and will be based on units of service and not whole number position amounts. However, a minimum number of staff that must be hired will be established. The amount of funding allocated will be based on the anticipated number of participants to be served in ECS and by CMAs.

For Core Services an Administrative Rate of up to 14% of expenses on all line items in the budget may be invoiced to the state to cover these expenses. A Financial Management Handbook will be provided to all selected grant contractors.

Rating Proposals

A mix of state and district level staff will evaluate and consider each proposal.

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Proposal Packets and Instructions

Attached are the following documents, which make up the proposal packet, which agencies must use when submitting a proposal:

- ATTACHMENT A - list of all DHS District Offices, addresses and telephone numbers.
- ATTACHMENT B - Families First *Description of Services (Employment Career Services, Work Preparation, Case Management Assistants, Multifunctional Staff, Job Training)* - describes each service, the funding requirements, and expectations.
- ATTACHMENT C - *Proposal Format* - Describes the required proposal form and includes a form for documenting all proposed services and costs.
- ATTACHMENT D - Certification of Debarment and Suspension Status- To certify that a bidder is not excluded from receiving federal funds.
- ATTACHMENT E - A Sample Grant Contract & Budget and a Budget Proposal Template.
- ATTACHMENT F - Timeline for Families First Grants
- ATTACHMENT G - Participant Numbers by County

Any agency which fails to follow the correct procedures of completing all documents and submitting them to the State DHS office by 12:00 Noon (CST) on December 19, 2003 will not be considered for funding.

Announcement Outreach and Public Notification

This "Grant Announcement" is being sent to all current Families First grant contractors, organizations that have expressed an interest in being on the Families First bidder's list and to other public and not-for-profit employment, faith based and training agencies known to this agency. Newspaper advertisements will inform the general public and information will be available on the DHS web site. That web-site address is www.state.tn.us/humanserv. To insure that all bidders have adequate information regarding current program design, the Families First Contractor Policy and Procedure Manual and the Families First Law will be placed on the DHS website in an adobe format.

The Families First Services Unit will hold an information-sharing session on November 6, 2003 at 1:00 p.m. (CST) for interested agencies. This meeting will be held in the second floor Conference Room of the Citizens Plaza Building located at: 400 Deaderick Street, Nashville, TN 37248.

If you have questions regarding this grant announcement, you may e-mail them to Susan Cowden at susan.cowden@state.tn.us. All questions will be responded to in writing. If you wish to receive a copy of questions and answers, please submit your name, agency and address as a potential bidder to Ms. Cowden by November 8, 2003.

cc: DHS Administrative Staff

ATTACHMENT A

HUMAN SERVICES DISTRICT OFFICE ADDRESSES AND CONTACTS

District/County	Contact Information
District 1 Anderson, Blount, Campbell, Carter, Claiborne, Cocke, Grainger, Greene, Hamblen, Hancock, Hawkins, Jefferson, Johnson, Loudon, Monroe, Morgan, Roane, Scott, Sevier, Sullivan, Unicoi, Union, Washington	Mr. Dave Avans, District Administrator Tennessee Department of Human Services District 1 Office 531 Henley Street, Suite 210 Knoxville, TN 37902-2810
District 2 Knox	Mr. Dave Avans, District Administrator Tennessee Department of Human Services District 2 Office 531 Henley Street, Suite 210 Knoxville, TN 37902-2810
District 3 Bledsoe, Bradley, Cannon, Clay, Cumberland, DeKalb, Fentress, Grundy, Jackson, Macon, McMinn, Marion, Meigs, Overton, Pickett, Polk, Putnam, Rhea Sequatchie, Smith, Van Buren, Warren, White	Ms. Susan Kirk, District Administrator Tennessee Department of Human Services District 3 Office 311 E. Martin Luther King Boulevard Chattanooga, TN 37403-4108
District 4 Hamilton	Ms. Susan Kirk, District Administrator Tennessee Department of Human Services District 4 Office 311 E. Martin Luther King Boulevard Chattanooga, TN 37403-4108
District 5 Bedford, Cheatam, Coffee, Dickson, Franklin, Giles, Hikcman, Houston, Humphreys, Lawrence, Lewis, Lincoln, Marshall, Maury, Montgomery, Moore, Perry, Robertson, Rutherford, Stewart, Sumner, Trousdale, Wayne, Williamson, Wison	Mr. Lionel Senseney, District Administrator Tennessee Department of Human Services District 5 Office 1616 Church Street Nashville, TN 37203-2990
District 6 Davidson	Mr. Willie Caruth, District Administrator Tennessee Department of Human Services 1000 2 nd Avenue North Nashville, TN 37202-1028
District 7 Benton, Carroll, Chester, Crockett, Decatur, Dyer, Fayette, Gibson, Hardeman, Hardin, Haywood, Henderson, Henry, Lake, Lauderdale, Madison, McNairy, Obion, Tipton, Weakely	Mr. Onslow Davis, District Administrator Tennessee Department of Human Services 225 Dr. Martin Luther King Boulevard, Room 202-B Jackson, Tn 38301-6987
District 8 Shelby	Ms. Linda Williams, District Administrator Tennessee Department of Human Services 170 N. Main Street, 9 th Floor Memphis, TN 38103

ATTACHMENT B

GENERAL DESCRIPTION OF CORE SERVICES

The following descriptions of Families First Core Services are being provided to give potential bidders an overview of the services that will be awarded. Although these descriptions may provide assistance to potential bidders in preparing a grant application, proposers will not be evaluated based on the any type of responses to the following but on their responses to *ATTACHMENT C*, proposal format.

Overview

Core Service grant contractors are selected to provide services to Families First participants that lead to employment, career advancement, and freedom from dependence on public assistance. Providing these services also requires a strong partnership with the local DHS offices and other community resources agencies. A Personal Responsibility Plan will be developed by Human Services, outlining the required activities that a participant must be engaged in, for a specific number of hours, to continue to receive their benefits. For Core Services, the activities assigned to the PRP may include: Employment Career Services (ECS), Work Preparation, Pell Eligible Vocational Education, Non-Pell Eligible Vocational Education, Pell Eligible Post Secondary Education, Non-Pell Eligible Post Secondary Education and Employer Specific Training.

We charge our grant contractors with hiring, training and managing staff capable of providing employment related counseling services and administrative support to the department's caseworkers, including tracking the participants enrolled in their programs. In addition, core services grant contractors are expected to develop work preparation components that provide basic instruction for entry level jobs in multiple employment sectors and to work with existing post-secondary institutions and employers to design job training programs that result in employment. The following is a brief overview of 1) Staff Positions and 2) Services. Detailed descriptions of each will follow.

1) Staff Positions

(a) Employment Career Specialists (ECS)

The Employment Career Specialist is a required position that will conduct career assessments, provide coaching and counseling, enhance the participant's ability to advance, conduct job development/job placement activities and provide job retention services. These are professional level positions. For selected grant contractors, these staff positions will be allocated during grant contract negotiations and funds allocated to cover the personnel costs associated with hiring, training, and employment services.

(b) Case Management Assistants (CMA)

The Case Management Assistant (CMA) is a required position that serves as an assistant to a unit of DHS caseworkers and ensures that accurate data is keyed on behalf of the grant contractor.

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The CMA function is key to the administrative processes of the Families First program, hence any potential grant contractor must propose to provide CMAs. These are professional level positions. A CMA is usually stationed at the DHS office and is under the task supervision of the DHS Field Supervisor or Area Manager yet receives administrative supervision from the grantee from which services are procured. These staff will be allocated during grant contract negotiations and funds will be allocated to cover the personnel costs associated with hiring, training and employment support.

(c) Multifunctional Staff

In rural counties where caseload sizes are smaller, it is more cost effective to blend the above activities into one staff person, referred to as Multifunctional Staff. These staff may perform some or all of the above duties

2) Services

(a) Work Preparation Activities

In conjunction with ECS activities, grant contractors are expected develop classroom activities that provide instruction on the basic work preparation skills needed to enter the workforce. These services were formerly referred to as “Soft Skills” Training. In addition, the use of previous curriculum used in the Families First program such as “Work Know How”, “Your Employment Success”, “Survival Skills” and “PACE” may be used in Work Preparation Activities is encouraged. This new component provides flexibility to the grant contractor in selecting the types of curriculum used, allowing grant contractors to select materials that will generate maximum outcomes for our participants.

(b) Training

It is advised that Families First grant contractors make every effort to assist with the participant’s enrollment into job training programs. Statistics indicate that job training programs enhance a participants ability to attain employment, advance in a career, and become self-sufficient. Families First recognizes these types of training:

- 1) PELL Eligible Training (Vocational Education (must be \leq 12 months) and Post Secondary Education (must be >12 months))
- 2) Non-PELL Eligible Training (Vocational Education and Post Secondary Education (must ≤ 12 months, not result in a certificate and not qualify for PELL)
- 3) Employer Specific Training

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Data Management for Core Services and other Families First Services

For both staff positions and services, Families First uses a data tracking system formerly used by the Job Training Partnership Act (JTPA) program in Tennessee. Grant contractors must use this system for monitoring entrance into the program, status changes while in the program, and successful or unsuccessful completions. Each grant contractor may develop his/her own system for internal tracking of participants' attendance and satisfactory progress and participation. However, it should be noted that the grantee's performance will be evaluated based on data entered into the Data Tracking System for the Work Components (JTPA). This information will be entered by Case Management Assistants, housed at the DHS offices that are assigned to the grantee's contract. Examples of status changes, which must be reported, include items such as, no-show, failure to participate, failure to progress, or failure to make satisfactory progress.

Daily Attendance and Satisfactory Progress for Participants

All Families First grant contractors must make arrangements to offer activities that will ensure that participants are engaged the required number of hours per week, as assigned on their Personal Responsibility Plan. This can only be accomplished if daily attendance is stressed and programs are structured in such a way that they provided open entry and a sufficient number of structured activities.

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STAFF POSITIONS

(1) Employment Career Specialist

The Employment Career Specialist (ECS) is a position designed by the Department of Human Services to assist participants in making the transition to employment. Employment Career Specialists deliver a service to Families First participants that assists the participant with obtaining employment that matches their career goals, career aptitude, and assists the individual in searching for employment with gainful wages and benefits which will ultimately lead to the participant's self sufficiency.

The Employment Career Specialists work with the participant, caseworker, and employers is key to the success of the participant. They will guide the participant's career path from the point of assessment up to 12 months after the participant is no longer receiving welfare assistance. During the participant's activity in Employment Career Services the ECS has three major roles to fulfill in carrying out the intent of the Program, those roles include:

- **(a) Career Assessment** – An informal and formal process of gathering the information necessary to chart the customer's career path.
- **(b) Career Advancement** – The ECS assists the clients in completing the actions necessary for advancing in employment and career advancement. These actions include but are not limited to resume' development, development of interviewing skills, monitoring and facilitating employment searches, and tracking clients through other services before and after employment is secured.
- **(c) Job development/job placement** – The ECS develops relationships with employers that serve to identify opportunities for their clients as well as form a potential employee base for the employer. Job development/job placement may also include client promotion events such as job fairs, networking opportunities, and employer leads.

The Employment Career Specialist will work with clients from the point of assessment until 12 months after their Families First case has been closed. As a result, duties vary depending on whether the participant is active and receiving benefits or whether the ECS is providing services for the 12-month period after their case has closed. However, in order for the ECS to work with the participant after their case has been closed, it must be that the case was closed due to earnings. The duties of the ECS related to participants with active cases include:

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- Collaboration with the caseworker and client;
- Interpreting and delivering career assessment results;
- Identifying jobs in the community that pay a higher wage;
- Preparing the client for a job that pays a higher wage (not just any job);
- Steering the client into a job with a good wage and that has a career path;
- Monitoring/counseling all participants in training courses;
- Counseling for upward career movement and wage gains;
- Barrier identification and removal;
- Assisting in the decision to enter training;
- Offering support to enroll in training;
- Identification of employment performance problems;
- Troubleshooting with the employee and employer to prevent problems;
- Help with accessing support services which address retention risks;
- Job coaching and counseling;
- Mediation between the employee and the employer
- Other activities that keep the employee in the workforce and employers satisfied with referrals to jobs.

The following list of responsibilities place a special emphasis on ECS participants whose case has closed.

- The first 30 days after case closure, the ECS will contact the participant on a weekly basis. Monthly communication should be maintained for the remainder of the 12-month period.
- The ECS will meet with the participants and their employers to assist in resolving any problems or issues that are preventing the participant from being successful in the workplace.
- When appropriate, the ECS will coordinate with the DHS caseworker in referring a participant to the Family Services Counseling program to obtain counseling services to address any issues that are interfering with the participant's ability to function in the workplace.
- For situations that cannot be addressed by Family Services Counseling, the ECS will refer participants to the appropriate community agency to obtain the necessary services.
- The ECS will work with the participant in developing strategies to assist with job retention and to obtain wage increases.
- The ECS will assist the participant in developing long-range career advancement goals.
- When the client requests that the ECS no longer contact him/her, this should be communicated to the caseworker to be noted in the ACCENT running record and the case should be removed from the total case count for extended employment cases.

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The expectation of the Department of Human Services is that the ECS process will result in an overall increase in job entry rates, retention rates, an increase in entry-level wages. The long-term impact from the program should be a decrease in poverty rates among those clients that leave welfare.

The DHS state office will host training sessions for the ECS. The training provided by DHS state office will support the three ECS functions of Career Assessment, Career Advancement and Job development/job placement. (For additional information regarding the ECS training provided by DHS see page 8 of this attachment.)

(a) Career Assessment

The first step in Employment Career Services is career assessment. In order for the Employment Career Specialist to identify the participant's strengths and challenges the ECS must utilize the DHS acknowledged assessment instruments. The career assessment step of Employment Career Services will identify the participant's aptitude, interests, and/or marketable job skills. The ECS shall administer, score, and interpret the results of the career assessment. A career assessment will be performed with each participant who enters ECS.

DHS provides a standardized battery of Career Assessments. These instruments include: (Level I) WRAT 3, My Vocational Situation (barriers, identity), Job Search Inventory Attitude, O'NET Career Values Inventory, and O'NET Career Interest Inventory and (Level II) the CAPS. In addition the process incorporates an Intake Interview and the Tennessee Employment Readiness Scale.

(b) Career Advancement

Career Advancement is a term used to refer to the Employment Career Specialist's responsibilities which begin following the career assessment and extend for one year after case closure due to employment.

Employment Career Services will incorporate a variety of strategies for securing employment for participants. These strategies should include job fairs, visits to career centers, utilizing the newspaper classified advertisements, internet searches, resume postings, on-line applications, and mailings to potential employers. ECS should place a special focus on those participants who are working but have not left welfare.

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(c) Job development/job placement

Job development/job placement is an essential component of Employment Career Services. In order to assist Families First participants in Career Advancement activities, the ECS must be well informed on local labor market trends, the local business leaders, and potential employment opportunities. The ECS should try to work with industries that have the largest labor shortages.

It is impossible to develop job leads and form relationships with employers without getting out into the community on a regular basis. The ECS must build a relationship with training providers and employers in order to offer an appropriate fit. Learning the working culture of an industry or business enables the ECS to better understand how to meet that employer's needs.

The Employment Career Specialists should establish a working relationship with local employers and/or the Directors of Human Relations. When working with employers, ECS staff is expected to:

- Establish business partnerships to facilitate job entry into the labor market in a seamless manner;
- Work closely with employment resources to identify jobs in demand, respond to employer's needs, and include employers in program design and development;
- Focus on the quality of jobs and target firms with good jobs and opportunities for growth and advancement.
- Provide a mix of basic occupational skills, soft skills, and work-based learning.
- Promote career advancement.
- Maintain a current knowledge of labor market trends, the local business leaders, and potential employment opportunities.
- Inform the employer of potential candidates among the Families First participants, the available transitional benefits (i.e., childcare, TennCare, and transportation assistance) and details of the Work Opportunity Tax Credit.

Establishing the Number of Hours for Employment Career Services

In establishing the Personal Responsibility Plan, the DHS Caseworker will determine the number of hours that a participant will be in ECS. In areas where Work Prep (see page 12) classes are offered, the contractor may combine work prep and ECS to meet the required hours. It is imperative that the contractor work with the local DHS Area Manager and District Offices to establish the available Work Prep classes, so that Caseworkers can accurately complete the hours assigned to ECS and Work Prep.

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Educational and Employment Requirement for Employment Career Specialists

It is preferred that staff assigned to this activity have a college degree and at least one-year experience in the Families First program, a similar program or two years in a related field. After employment, ECS staff will receive training in a nationally certified course in career development facilitating from DHS. DHS will require 120 hours of coursework, including 90 hours of classroom participation and 30 hours of distance learning through means of independent study. ECS staff will also be trained to use the *Work Know How* curriculum but it is the grant contractor's discretion whether to offer this curriculum as a Work Preparation Activity.

Funding for Employment Career Specialists

ECS positions are funded based on units to be served. The units of service needed for a particular service area are determined by the number of potential participants to be referred to ECS in the area divided by the expected average caseload of the ECS, determined at contract negotiation. A block of funding for personnel related costs will be allocated to fund enough positions to provide adequate staffing and supervision of staff. The number of units may or may not be a whole number but a minimum number of staff will be established.

For example, if there are 525 estimated to be served by ECS and the average caseload is set at 150 participants (the caseload size will obviously be higher in the CMA example), the grant contractor would be allocated 3.5 units, and required to hire at least 3 individuals. 3.5 units at \$40,000 would equate to a value of \$140,000 in the Personnel Related line item. The grant contractor will set the salary, benefit, travel and equipment amounts within the Personnel Related line item.

(2) Case Management Assistant

The Case Management Assistant (CMA) is a contract position that serves as an assistant to a unit of DHS caseworkers. These are professional level positions. Unlike ECS, the CMA position is not associated with any countable hours towards the work requirements for Families First participants. The position is to support the overall FF process. Due to the essential function of the CMA, a potential grant contractor must include the procurement of a sufficient number of CMA positions necessary to efficiently fulfill the support function.

A CMA is usually stationed at the DHS office and is under the task supervision of the DHS Field Supervisor or Area Manager yet receives administrative supervision from the grantee from which services are procured. A CMA is expected to be a full-time employee and in some areas of the state may also serve as multi-function staff with multiple roles

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One of the key aspects of the Families First program is the sanction and conciliation process, which assures that Families First participants are meeting the work requirements of the participant's Personal Responsibility Plan (PRP). The CMA is the gatekeeper of this process and is the vital link between the provider agencies that are reporting individual client participation and the DHS caseworker. The CMA forms a necessary bridge to service at both the point when the participant is referred to a service provider and when feedback from the provider must be passed to DHS. The CMA must evaluate the participant's PRP to connect the participant to specified services, by way of transportation arrangements, scheduling, setting up childcare, etc. Essentially the CMA bridges the gap between the Caseworker, the participant, and the services and activities that are part of the participant's PRP.

The primary responsibilities of the CMAs include but are not limited to:

- Contacting the adult or minor parent in the Families First aid group to refer him/her to the appropriate activities and support services to enable the participant to comply with the Personal Responsibility Plan.
- The PRP usually calls for multiple activities. The CMA must provide detailed instructions about where the participant is to go, what class or office he/she is to contact, and give specific and clear instructions on how to comply with the PRP requirements and how to obtain support services. To avoid multiple office visits for our clients, the CMA should talk to the client immediately following the PRP interview if at all possible.
- The CMA prepares a referral form for activities and/or support services and either gives this to the participant during the appointment or mails the form later if a contact is not possible. If the form is mailed, the CMA must have a telephone conversation with the participant to ensure a clear understanding of what is expected.
- The CMA maintains a paper file for each Families First participant which includes a paper copy of the PRP, copies of the referral documents, and other documents as needed.
- Initiating frequent and direct contact with Families First providers. The CMA monitors attendance logs and other reports from providers and is responsible for this information being received timely by the DHS caseworker.
- The CMA completes the DATA TRACKING FORMS FOR THE WORK COMPONENTS (JTPA) Tracking form as necessary to track the activities of a participant. He/she also enters this information into the DATA TRACKING SYSTEM FOR THE WORK COMPONENTS (JTPA)-MIS computer system. The CMA is the contact point for receiving the DATA TRACKING FORMS FOR THE WORK COMPONENTS (JTPA) tracking forms from other providers and entering that information into the system. This information is used for federal reporting purposes, and the CMA bears the responsibility of data being entered timely and accurately.
- The CMA is responsible for reviewing and preparing several reports each month that are used to ensure data integrity.

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- The CMA is responsible for coordinating the transportation arrangements for the Families First participant with the transportation broker and for ensuring the participant and her children have transportation services as needed to comply with the requirements of the PRP. The CMA also coordinates the monthly gas reimbursement process and is the liaison between the provider, DHS, and the client.

Educational and Employment Requirements for Case Management Assistants

A high school diploma with at least two years experience in the clerical or related field is required. Basic computer skills are highly recommended. This position requires an individual with keen communication and interpersonal skills. The individual must also be flexible and able to fulfill more than one job assignment in some instances.

Funding for Case Management Assistants

Case Management Assistant positions are funded based on units to be served. The units of service needed for a particular service area are determined by the number of potential participants with work requirements in the area, divided by the expected average caseload of the CMA, to be determined. A block of funding for personnel related costs would be allocated to fund enough positions to provide adequate staffing and supervision of staff. The number of units may or may not be a whole number but a minimum number of staff will be established.

For example, if there are 1700 estimated to be served in work activities and the average caseload is set at 300 participants, the grant contractor would be allocated 5.7 units, and required to hire at least 5 individuals. 5.7 units at \$37,000 would equate to a value of \$210,900 in the Personnel Related line item. The grant contractor will set the salary, benefit, travel and equipment amounts within the Personnel Related line item.

(3) Multi-functional Staff (Rural Counties Only)

The Multi-functional Staff position has arisen out of need in the rural districts of the state. As the Families First program has evolved, the challenge of providing effective staff coverage in rural counties has become more apparent. In many Tennessee counties the caseload may not support either a full time Employment Career Specialist, a full time Case Management Assistant or sufficient numbers of customers to justify a Work Preparation class. It is more cost effective to hire one individual to handle both tasks, instead of multiple individuals who must travel between counties. As a solution, the Department of Human Services has created a Multi-functional position. This position can be a combination of the duties and responsibilities of the Employment Career Specialist, the Case Management Assistant and the functions of the Work Preparation activities, offered in a one on one manner. The PRP for individuals receiving

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General Description of Core Services
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services from Multi-functional staff would reflect an assignment to ECS. This would ensure service provisions for participants that are referred to these components in a rural area that would normally not be able to support full time staff for each Families First service.

It will be necessary that all Multi-functional staff be cross-trained in each service area they will be expected to cover. If the Multi-functional position will be part-time ECS then the individual in this position must be trained and certified as an ECS (please refer to the Description of Services for Employment Career Specialist). The individual must also be well versed regarding the responsibilities of the CMA (please refer to the Description of Services for Case Management Assistant) and be trained to facilitate the Work Preparation Activities provided by a grantee.

Education and Experience for Multi-functional Staff

Staff in the Multi-functional position must meet the qualifications of the ECS. The staff must have a college degree and at least one-year experience in the Families First program, a similar program or two years in a related field. As an exception, individuals without a college degree, who have three or more years of experience in the Families First program and who are approved by the District DHS Administrator may be grand fathered into this position based on prior success in the Families First program and exceptional outcomes.

Funding

Multifunctional staff will be allocated according to the units of service model established in the ECS section.

(4) Contract Agency Supervisors

A grant contractor may decide to redistribute the funds available in the Personnel Related Services line item to in order to reallocate funds in such a manner that will allow them to fund the additional salary cost of a supervisor(s). The number of supervisors should vary depending upon the number of staff allotted in the contract.

GENERAL DESCRIPTION OF CORE SERVICES

CLASSROOM ACTIVITIES

(1) Work Preparation Activities

The Families First program requires that Families First recipients who have work requirements participate in work and/or preparation for work. It is assumed that all participants referred to Core Services grant contractors need assistance in securing employment. Therefore, instructional settings that provide for the basics in work preparation (Work Prep) are encouraged, wherever possible. In very small rural areas, it may be impossible to make a class for work preparation. A “class” is defined as five (5) or more individuals. In these incidences, the ECS will need to provide the information covered in work prep classes on an individual basis.

If it is determined by the caseworker, during the establishment or revision of a PRP, that an individual is not yet prepared for employment nor is she/he prepared to engage in training as a work requirement, then Work Preparation Activities can be used to prepare the individual with the skills that are necessary to progress into employment or training. In most incidences, participants will be referred to Core Services contractors with a combination of hours to be obtained in ECS and/or Work Prep. It is imperative that the contractor work with the local DHS Area Manager and District Offices to establish the available Work Prep classes, so that Caseworkers can accurately complete the hours assigned to ECS and Work Prep.

The grant contractor is charged with developing or using existing curriculum and establishing classes to address barriers that prevent our participants from obtaining and retaining employment. Families First is interested in purchasing integrated life and work skills courses for participants under the “umbrella” term Work Preparation (Work Prep) Activities.

Sub-activities within Work Prep

The Work Preparation Activities (Work Prep) component will need to include some sub-activities, to be offered at the discretion of the contractor. Detail regarding the types of sub-activities will follow, only one being required. The Families First law specifies that the program will offer a life-skills course. This Announcement of Funding determines that the required life skills course will be PACE, Parenting and Consumer Education. It is required that all participants who are referred to Work Prep, have the opportunity to attend a PACE session, if they have never before had the course. The PRP will not list PACE as an activity, Work Prep will be listed as the activity.

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General Description of Core Services
Page 13

Satisfactory Attendance and Progress

It is possible that a Families First participant may stay in the Work Preparation Activities component for up to 6 months. Generally, a client should complete Work Prep only once in their 60-month lifetime limit. Currently Families First policy stipulates that a participant may only take two “soft skills” and/or two “job training” courses per lifetime. For purposes of this announcement, work prep will be substituted for soft skills.

Families First participants are required by Families First policy to have a 90% attendance rate for all activities, to be making satisfactory progress. It will be the responsibility of the grant contractor to report satisfactory progress under the data management requirements that will be specified in the contract with the provider.

The grant contractor will be required to submit a final report to the Caseworker identifying the benchmarks achieved as defined in the Work Prep Curriculum Proposal.

Work Preparation Options

Since welfare reform was first introduced in Tennessee through both voluntary and mandated programs, several types of curriculum have been endorsed as appropriate for our participants. A number of the courses that have been previously selected by Families First have already been offered to many current participants. In addition, we are asking grant contractors to take more ownership of the process in order that better outcomes may be achieved. Therefore, the types of curriculum that are identified to assist participants in obtaining employment are to be determined by the contractor, in consultation with the local DHS staff. The only required course, to be offered at least once per six month period, is PACE. The following are examples of curriculum that may be used to support the movement of Families First participants to employment.

Parenting and Consumer Education (PACE):

PACE was developed as a life skills course to provide instruction on the basic life skills needed to be successful in the workforce and improve the quality of life for the family. Since Families First is required to offer a life skills course, this is the only required curriculum for Work Prep. The curriculum and training are available at no cost to the contractor from the Department of Human Services. The delivery of this material is extremely flexible as there is no specific order for facilitating the curriculum modules. The curriculum offers a framework on which to build activities. PACE is divided into two segments, Parenting Education and Financial Management. Each module has been designed in blocks of time ranging from thirty minutes to two hours. PACE can be a part of other work components, or it may be used as individual modules for participants who need additional hours in order to comply with the 40-hour work requirement.

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General Description of Core Services
Page 14

Job Readiness Courses

Job Readiness courses or workshops that prepare an individual to go into training or employment are encouraged. Basic job readiness courses may already be offered by the grant contractor or new courses may be proposed for the Families First program as part of this grant proposal (see ATTACHMENT C). In previous years DHS has endorsed two specific courses to address job readiness: Your Employment Success (YES) and Work Know How. Agencies are encouraged to use creativity in developing a menu of activities for Families First participants or consider Families First participants for activities already offered by the grantee. Agencies should consider the needs of the employer community and use the research available from DHS, other agencies, and national research sources to develop basic job readiness courses. Courses must be designed for open enrollment.

Fresh Start

Most Families First participants have already been through the Fresh Start course. It is not a required component of Work Prep but may certainly be offered, when appropriate. Fresh Start includes Survival Skills for Women™ (SSW). It is recommended for individuals with little or no work history, low functioning skills, and/or low self-esteem. Survival Skills for Men™ will be offered when possible. SSW facilitators must be certified by the Survival Skills Education and Development staff (or trained and the process of certification), which is located in Manhattan, KS. SSW materials may not be copied; each participant should get a full set of copyrighted materials from the publisher. The SSW facilitator uses scripted material and must follow the curricula. All Fresh Start/PACE facilitators must be certified by the Survival Skills Education and Development staff (Survival Skills for Women or SSW) or trained and in the process of certification in order to facilitate Fresh Start. The Survival Skills Education and Development address is: 2801 Claflin Road, Suite 50, Manhattan, KS 66502.

Other “Soft Skills” Courses

In previous grant announcements, short-term courses that teach general skills for entry-level jobs have been referred to as “soft skills” courses. These are still allowable under Work Prep. The funding framework for the former “soft skills” activities have been used as a model for the new Work Prep component. Examples of these courses include: keyboarding, word processing, data entry, Internet usage, or other such skills needed by the general employer community. Courses may be competency-based or certificate-training programs, but this is not required. Courses must be designed for open enrollment.

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Grant Announcement for Core Services
Page 15

Curriculum Approval for Courses

Grant contract agencies will be required to submit a proposal for Work Prep as part of the evaluation of this grant proposal. (See *ATTACHMENT C*)

Billing for Work Prep

Grant contractors will only be able to invoice the state for Work Prep customers that enroll in a course and attend for at least five days. If a participant is a “no show”, or drops out soon after enrollment this is not considered an enrollment for billing purposes. If a participant who has already completed Work Prep is re-referred, they may participate a second time and the contractor will receive payment. However, policy dictates that a participant may participate in only two courses during their lifetime on Families First.

Funding for Work Prep

\$400.00 upon enrollment in Work Prep with a particular agency. Grant contractors will be paid for up to two work prep enrollments for the same individual. If the participant is referred to another agency, the referral is considered as an initial referral.

(2) Job Training

It is advised that Families First grant contractors take every effort to enroll participants into job training programs. Statistics indicate that job training programs enhance a participants ability to attain employment, advance in a career, and leave poverty. Families First recognizes these types of training:

- (a) PELL Eligible Training (Vocational Education and Post Secondary Education)
- (b) Non-PELL Eligible Training (Vocational Education and Post Secondary Education)
- (c) Employer Specific Training

The results of the career assessment that is administered by the ECS should be used to identify possible training activities suitable for the participant. The DHS caseworker and Employment Career Specialist (ECS) should understand the availability and purpose of training courses in order to market them when career assessment results are being given to the participant.

Training choices made by the participant should lead to a specific employment goal and should be consistent with the results of the career assessment. A history of prior training courses completed by the client must be obtained, and those courses should not be duplicated. Training courses should serve as building blocks toward the participant’s long-range goal.

ATTACHMENT B

Grant Announcement for Core Services

Page 16

(a) PELL Eligible Training (Vocational Education and Post Secondary Education at PELL Eligible Institutions)

The Families First law prohibits the use of Families First funds to pay tuition costs at PELL Eligible institutions and for PELL Eligible courses, although these activities are recognized by DHS as work hours on the participant's Personal Responsibility Plan. Therefore, funds will not be allocated in grant contractor's budgets to cover these costs.

Employment Career Specialists (ECS) will assist the participant in locating institutions or training that will provide training in their field of interest and will accept PELL grants. For information concerning available financial aid and the application process, visit the Tennessee Student Assistance Corporation website at <http://www.state.tn.us/tsac/finaidpr.htm>.

(b) Non-PELL Eligible Training (Vocational Education and Post Secondary Education)

Courses not covered by PELL grants and other associated training costs (books, uniforms, etc.) will be covered and funds will be allocated to cover these costs through the grant contract negotiation process, after grant awards are made.

Satisfactory Progress at Post Secondary Institutions

For DHS purposes, an individual participating in job training, specifically post secondary education must:

- maintain a 2.0 grade average. If the participant falls below this level, he/she will be given one quarter/semester to bring the average up to 2.0. If the grade average does not reach 2.0, conciliation/sanctions procedures will be initiated by the DHS caseworker.
- maintain academic standards equivalent to those of the state's Technology Centers (if the participant chooses a non-collegiate institution) and make satisfactory progress toward completion, as defined by the institution.

(c) Employer-Specific Training

Employer Specific Training is short-term training identified by a business or industry as needed in order for Families First participants to become employed by a specific employer. Grant contractors may develop Employer Specific Training Courses that are supported by employers in

their area. If funding is needed to support these projects, a separate proposal must be submitted to the State Human Services office. (See *ATTACHMENT C*)

ATTACHMENT B

Grant Announcement for Core Services

Page 17

Grant applicants may propose Employer Specific Training as part of this grant announcement or, if selected as a grant contractor, they may submit proposals on an ongoing basis to the Families First Services Unit and the DHS District Office. Written approval from both the state and district offices is required to use job training funds to proceed with these courses.

Funding for Job Training

Job Training funds will be limited. Grant contractors will be awarded a number of slots at \$1200 per job training slot. However, tuition will not be allowable for courses that are covered by PELL Grants. A larger number of participants could be served if the maximum amounts are not utilized.

ATTACHMENT C

PROPOSAL FORMAT AND OUTLINE

Cover Page

Name of Agency Submitting Proposal: _____

Address: _____

Telephone Number: _____

Fax Number: _____

Executive Director: _____

E-mail _____

Financial Officer: _____

E-mail _____

Grant Contact: _____

E-mail _____

Name of the Counties Being Proposed for Service Delivery:

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ATTACHMENT C

Proposal Outline

Page 2

1) Organizational Overview (5 Points)

Please describe the agency making application including mission, vision, and strategic goals. Provide a description as to how the Families First program will support these goals and how the Families First program will benefit from partnership with your organization. Please give an overview of the agency's experience serving Families First participants or similar populations.

2) Staff Qualifications (5 Points)

Provide a statement regarding the agency's employment and recruitment procedures. Explain the hiring process and the length of time that it takes. Provide resumes on all employees that will be associated with this project at any level. This must include any cost allocated staff that will be paid with Families First Administrative funding. At a minimum the agency must submit resumes for the Executive Director, Finance Director, Information Systems Director, Program Director and any Project Staff. If resumes are not available, please provide job specifications for those to be hired including required qualifications and job responsibilities. In addition, please provide the percentage paid for staff benefits.

3) Employment Career Services (10 Points)

Please describe your plans for operation of Employment Career Services based on the description outlined above. Please indicate measures that you would take to enhance the effectiveness of this position. Please demonstrate an awareness of the job market in the area that your agency is proposing to provide service and plans to facilitate the movement of Families First participants into specific employment sectors.

4) Classroom Activities, Work Prep and Job Training (20 Points)

Based on the description of Work Preparation Activities, please provide a detailed service design for these services including curriculum to be used, description of classroom facilities and the methods that your agency will undertake to ensure that participants will meet the required number of hours on their Personal Responsibility Plan.

ATTACHMENT C

Proposal Outline

Page 3

The following items must be presented:

- 1) Name of work Prep curricula to be used
- 2) 1-2 paragraph overview of the program
- 3) Type of training equipment to be used
- 4) Indicate if equipment is owned, leased or to be purchased with grant funding
- 5) Need for the program and how it was established
- 6) Proposed length of the program
- 7) Optimum classroom size
- 8) Method and timeline for delivering course offerings
- 9) Projected cost per participant
- 10) Describe how satisfactory progress and completion will be determined.

If you are proposing to deliver Employer Specific Training courses, these may also be submitted as part of this proposal but items the following items should be added to the above:

- 11) List of employers involved in development of the Employer Specific Training course.
- 12) Total potential employment slots for successfully completing students (include names of potential employers per slot).
- 13) Any satisfactory progress measures to be utilized.

5) Performance Overview (20 Points)

Proposals will be categorized as a) Historical Grant contractor or b) New Bidder.

(a) Historical Grant contractors

Historical Grant contractors will be asked to provide detailed information on the outcomes that program participants have achieved in previous grant contract years. All historical grant contractors are asked to provide the following information by grant contract year, beginning in program year 2002:

- 1) Number of Participants Referred
- 2) Number of Participants Served
- 3) Number Attending Job Skills Training/Number Completing Job Skills Training
- 4) Number Attending Soft Skills Training/Number Completing Soft Skills Training

- 5) Number of Participants Entering Employment
- 6) Average Wages for Participants Entering Employment

Attachment C
Proposal Outline
Page 4

A maximum of 15 points will be given for the above information. The additional 5 available points will be given based on data provided from the DATA TRACKING SYSTEM FOR THE WORK COMPONENTS (JTPA) system in comparison to the Unemployment Insurance Wage file for the period of July 1, 2000 – March 31, 2003.

(b) New Bidders or Former Grant contractors (prior to 2002)

Please provide a narrative and detailed description/summary reports on outcomes achieved for similar service populations. Additional points will be given for organizations that demonstrate the ability to provide services to participants that are low income and face barriers to employment.

6) Proposed Budget (30 Total Points)

A) Proposed Administrative Rate (5 Points)

Provide a proposed administrative rate for the services awarded. There is a maximum of 14% admin that will be awarded. However, grant contractors will be given additional points based on their ability to provide lower administrative rates. You may want to include any indirect rate information that has been negotiated with a cognizant agency.

B) Proposed Matching Amounts (5 Points)

Use the donor agreement form provided in ATTACHMENT D if you are proposing donor cash match. In your proposal please provide a narrative regarding donor cash match, certified public expenditures or in-kind match.

C) Total Agency Budget (10 Points)

Please provide a summary budget outlining the current operational budget for your agency. This document will be used to determine the impact that a Families First grant award will have on the total operational budget of the agency.

Note: A proposing agency may use a budget format currently used as part of annual reporting or board notification. If a worksheet is needed, it may be requested from the Families First Services Unit.

ATTACHMENT C

Proposal Outline

Page 5

D) Proposed Families First Budget (10 Points)

Please provide your best estimate as to a budget to operate a Families First program in your area. This would include any proposed matching funds and your estimates of required funding. Note that this budget will not be the one approved for operation if a grant is awarded, grant contract budgets will be negotiated with the state, once awards are made.

Note: A sample budget is outlined in *ATTACHMENT E, SAMPLE CONTRACT*.

7) Local Partnerships (5)

Please provide letters of support indicating the relationships that your agency has with:

Child Support Offices
Community Based Organizations
Workforce Development Agencies
Faith Based Organizations
Employers
Any others

8) Success Story (5)

Please share with us a success story detailing the manner in which your agency was able to assist a low-income individual with barriers to employment. Describe the situation present at the time that your agency became involved with this individual and the progress that was made. Please leave the name of the individual anonymous.

ATTACHMENT D
CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS –
PRIMARY AND LOWER TIER COVERED TRANSACTIONS

1. By signing and submitting this proposal, the prospective primary and/or lower tier participant ("participant") is providing the certification set out below. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction, however failure of the prospective participant to furnish a certification or explanation shall disqualify such person from participation in this transaction. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including termination for cause or default, suspension and/or debarment.
3. The prospective participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all covered transactions and in all solicitations for covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including termination of this transaction for cause or default, suspension and/or debarment.

ATTACHMENT D
Grant Announcement for Core Services
Page 2

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary
Exclusion—Primary and/or Lower Tier Covered Transactions**

- (1) The prospective participant certifies to the best of its knowledge, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) The prospective participant and its principals have not, within a three (3) year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- (3) The prospective participant and its principals are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses in Paragraph 2 of this certification.
- (4) The prospective participant and its principals have not, within a three (3) year period preceding this application/proposal, had one (1) or more public transactions (Federal, State or local) terminated for cause or default.
- (5) Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Agency: _____

Signature: _____

Date: _____

ATTACHMENT E

Sample Grant Contract

GRANT CONTRACT BETWEEN THE STATE OF TENNESSEE, [STATE AGENCY NAME] AND [GRANTEE NAME]

This Grant Contract, by and between the State of Tennessee, [STATE AGENCY NAME], hereinafter referred to as the "State" and [GRANTEE LEGAL ENTITY NAME], hereinafter referred to as the "Grantee," is for the provision of [SHORT DESCRIPTION OF THE SERVICE], as further defined in the "SCOPE OF SERVICES."

The Grantee is [AN INDIVIDUAL / A FOR-PROFIT CORPORATION / A NONPROFIT CORPORATION / A SPECIAL PURPOSE CORPORATION OR ASSOCIATION / A FRATERNAL OR PATRIOTIC ORGANIZATION / A PARTNERSHIP / A JOINT VENTURE / A LIMITED LIABILITY COMPANY].

The Grantee's place of incorporation or organization is [STATE OF ORGANIZATION].

A. SCOPE OF SERVICES:

- A.1. [DESCRIBE IN DETAIL THE SERVICES THE GRANTEE IS TO PROVIDE . . . PROVIDE SUFFICIENT DETAIL TO ENSURE ACCOUNTABILITY AND RESULTS . . . DO NOT INCLUDE PAYMENT TERMS IN THE SCOPE OF SERVICES]

B. GRANT CONTRACT TERM:

- B.1. Grant Contract Term. This Grant Contract shall be effective for the period commencing on [START DATE] and ending on [END DATE]. The State shall have no obligation for services rendered by the Grantee which are not performed within the specified period.
- B.2. Term Extension. The State reserves the right to extend this Grant Contract for an additional period or periods of time representing increments of no more than one year and a total contract term of no more than [[WRITTEN NUMBER] ([NUMBER]) NO GREATER THAN FIVE] years, provided that the State notifies the Grantee in writing of its intention to do so prior to the Grant Contract expiration date. An extension of the term of this Grant Contract will be effected through an amendment to the Grant Contract. If the extension of the Grant Contract necessitates additional funding beyond that which was included in the original Grant Contract, the increase in the State's maximum liability will also be effected through an amendment to the Grant Contract.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed [WRITTEN DOLLAR AMOUNT] (\$[NUMBER]). The Grant Budget, attached and incorporated herein as a part of this Grant Contract as Attachment [NUMBER], shall constitute the maximum amount due the Grantee for the service and all of the Grantee's obligations hereunder. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.

- C.2. Compensation Firm. The maximum liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.5.
- C.3. Payment Methodology. The Grantee shall be compensated for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the maximum liability established in Section C.1. Upon progress toward the completion of the work, as described in Section A of this Grant Contract, the Grantee shall submit invoices, in form and substance acceptable to the State, with all of the necessary supporting documentation, prior to any reimbursement of allowable costs. Such invoices shall be submitted no more often than monthly and indicate at a minimum the amount charged by budget line-item for the period invoiced, the amount charged by line-item to date, the total amount charged for the period invoiced, and the total amount charged under this Grant Contract to date.
- C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time and subject to the Grant Budget.
- C.5. Budget Line-items. Expenditures for reimbursement and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may request revisions of Grant Budget line-items by letter, giving full details supporting such request, provided that such revisions do not increase the total Grant Contract amount. Grant Budget line-item revisions may not be made without prior, written approval of the State in which the terms of the approved revisions are explicitly set forth. Any increase in the total Grant Contract amount shall require a contract amendment.
- C.6. Disbursement Reconciliation and Close Out. The Grantee shall submit a final grant disbursement reconciliation report within [NUMBER] days of the end of the Grant Contract. Said report shall be in form and substance acceptable to the State. The State will not be responsible for the payment of invoices that are submitted to the state after the final grant disbursement reconciliation report.

If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the Section C, Payment Terms and Conditions of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit said refund with the final grant disbursement reconciliation report.

The Grantee must close out its accounting records at the end of the grant period in such a way that reimbursable expenditures and revenue collections are NOT carried forward.

- C.7. Indirect Cost. Should the Grantee request reimbursement for indirect cost, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency and the State. The Grantee will be reimbursed for indirect cost in accordance with the approved indirect cost rate to amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the grant period. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency and the State. If the indirect cost rate is provisional during the term of this agreement, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.
- C.8. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the Grant Contract period.

- C.9. Payment of Invoice. The payment of the invoice by the State shall not prejudice the State's right to object to or question any invoice or matter in relation thereto. Such payment by the State shall neither be construed as acceptance of any part of the work or service provided nor as an approval of any of the costs invoiced therein.
- C.10. Unallowable Costs. The Grantee's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, not to constitute allowable costs.
- C.11. Deductions. The State reserves the right to deduct from amounts which are or shall become due and payable to the Grantee under this or any Contract between the Grantee and the State of Tennessee any amounts which are or shall become due and payable to the State of Tennessee by the Grantee.
- C.12. Automatic Deposits. The Grantee shall complete and sign an "Authorization Agreement for Automatic Deposit (ACH Credits) Form". This form shall be provided to the Grantee by the State. Once this form has been completed and submitted to the State by the Grantee all payments to the Grantee, under this or any other Contract, the Grantee has with the State of Tennessee shall be made by Automated Clearing House (ACH). The Grantee shall not invoice the State for services until the Grantee has completed and submitted it to the State.
- D. STANDARD TERMS AND CONDITIONS:
- D.1. Required Approvals. The State is not bound by this Grant Contract until it is approved by the appropriate State officials in accordance with applicable Tennessee State laws and regulations.
- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment executed by all parties hereto and approved by the appropriate Tennessee State officials in accordance with applicable Tennessee State laws and regulations.
- D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by the State. The State shall give the Grantee at least [NUMBER] days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service which has not been rendered. The final decision as to the amount, for which the State is liable, shall be determined by the State. Should the State exercise this provision, the Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract in a timely or proper manner, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate the Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.
- D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, they shall contain, at a minimum, sections of this Grant Contract pertaining to Conflicts of Interest, Lobbying, Nondiscrimination, Public Accountability, and Public Notice (Sections D.6, D.7, D.8, D.9, and D.10). Notwithstanding any use of approved subcontractors, the Grantee shall be the prime contractor and shall be responsible for all work performed.

D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.

D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:

- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, and entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this grant, loan, or cooperative agreement, the Grantee shall complete and submit to the State of Tennessee, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, subcontracts, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients of federally appropriated funds shall certify and disclose accordingly.

D.8. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Grantee shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

D.9. Public Accountability. If this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program, and the Grantee agrees to display a sign stating:

"NOTICE: This Grantee is a recipient of taxpayer funding. If you observe an employee engaging in any activity which you consider to be illegal or improper, please call the State Comptroller's toll free hotline: 1-800-232-5454"

Said sign shall be displayed in a prominent place, located near the passageway(s) through which the public enters in order to receive Grant supported services.

D.10. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee shall include the statement, "This project is funded under an agreement with the State of Tennessee." Any such notices by the Grantee shall be approved by the State.

D.11. Licensure. The Grantee and its employees and all sub-grantees shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.

- D.12. Records. The Grantee shall maintain documentation for all charges against the State under this Grant Contract. The books, records, and documents of the Grantee, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the state agency, the Comptroller of the Treasury, or their duly appointed representatives. The records of not-for-profit entities shall be maintained in accordance with the *Accounting Manual for the Recipients of Grant Funds in the State of Tennessee*, published by the Tennessee Comptroller of the Treasury. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- D.13. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.14. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.15. Annual Report and Audit. The Grantee shall prepare and submit, within nine (9) months after the close of the reporting period, an annual report of its activities funded under this Grant Contract to the commissioner or head of the granting agency, the Tennessee Comptroller of the Treasury, and the Commissioner of Finance and Administration. The annual report for any Grantee that receives \$300,000 or more in any fiscal year shall include audited financial statements. All books, records, and financial statements shall be subject to annual audit by the Tennessee Comptroller of the Treasury or the Comptroller's duly appointed representative. When an audit is required, the Grantee may, with the prior approval of the Comptroller, engage a licensed independent public accountant to perform the audit. The audit contract between the Grantee and the licensed independent public accountant shall be on a contract form prescribed by the Tennessee Comptroller of the Treasury. Any such audit shall be performed in accordance with generally accepted government auditing standards, the provisions of OMB Circular A-133, if applicable, and the *Audit Manual for Governmental Units and Recipients of Grant Funds* published by the Tennessee Comptroller of the Treasury. The Grantee shall be responsible for reimbursement of the cost of the audit prepared by the Tennessee Comptroller of the Treasury, and payment of fees for the audit prepared by the licensed independent public accountant. Payment of the audit fees of the licensed independent public accountant by the Grantee shall be subject to the provisions relating to such fees contained in the prescribed contract form noted above. Copies of such audits shall be provided to the designated cognizant state agency, the State Granting Department, the Tennessee Comptroller of the Treasury, and the Department of Finance and Administration and shall be made available to the public.
- D.16. Procurement. If the other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, and/or services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. Further, if such reimbursement is to be made with funds derived wholly or partially from federal sources, the determination of cost shall be governed by and reimbursement shall be subject to the Grantee's compliance with applicable federal procurement requirements.

The Grantee shall obtain prior approval from the State before purchasing any equipment under this Grant Contract.

- D.17. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this agreement shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.

- D.18. Independent Contractor. The parties hereto, in the performance of this Grant Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Grant Contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

The Grantee, being an independent contractor and not an employee of the State, agrees to carry adequate public liability and other appropriate forms of insurance, including adequate public liability and other appropriate forms of insurance on the Grantee's employees, and to pay all applicable taxes incident to this Grant Contract.

- D.19. State Liability. The State shall have no liability except as specifically provided in this Grant Contract.
- D.20. Force Majeure. The obligations of the parties to this Grant Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, acts of God, riots, wars, strikes, epidemics or any other similar cause.
- D.21. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract.
- D.22. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under **Tennessee Code Annotated**, Sections 9-8-101 through 9-8-407.
- D.23. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Grant Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.24. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.25. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, these special terms and conditions shall control.

- E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be in writing and shall be made by facsimile transmission, by overnight courier service, or by first class mail, postage prepaid, addressed to the respective party at the appropriate facsimile number or address as set forth below or to such other party, facsimile number, or address as may be hereafter specified by written notice.

The State:

[NAME AND TITLE OF STATE AGENCY CONTACT PERSON]
[STATE AGENCY NAME]
[ADDRESS]
[TELEPHONE NUMBER]
[FACSIMILE NUMBER]

The Grantee:

[NAME AND TITLE OF GRANTEE CONTACT PERSON]
[GRANTEE NAME]
[ADDRESS]
[TELEPHONE NUMBER]
[FACSIMILE NUMBER]

All instructions, notices, consents, demands, or other communications shall be considered effectively given as of the day of delivery, as if the communication were for overnight courier service delivery; as of three (3) business days after hand mailing; or on the day the facsimile transmission is received mechanically. With reference to the receiving location and receipt is confirmed telephonically by the sender if prior to 4:30 p.m. CST. Any communication by facsimile transmission shall also be sent by United States mail on the same date of the facsimile transmission.

- E.3. Subject to Funds Availability. The Grant Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate the Grant Contract upon written notice to the Grantee. Said termination shall not be deemed a breach of Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- E.4. Printing Authorization. The Grantee agrees that no publication coming within the jurisdiction of ***Tennessee Code Annotated***, Section 12-7-101, *et seq.*, shall be printed unless a printing authorization number has been obtained and affixed as required by ***Tennessee Code Annotated***, Section 12-7-103 (d).
- E.5. State Furnished Property. The Grantee shall be responsible for the correct use, maintenance, and protection of all articles of nonexpendable, tangible, personal property furnished by the State for the Grantee's temporary use under this Grant Contract. Upon termination of this Grant Contract, all property furnished shall be returned to the State in good order and condition as when received, reasonable use and wear thereof excepted. Should the property be destroyed, lost, or stolen, the Grantee shall be responsible to the State for the residual value of the property at the time of loss.
- E.6. State Interest in Equipment. The Grantee shall take legal title to all equipment and to all motor vehicles, hereinafter referred to as "equipment," purchased totally or in part with funds provided under this Grant Contract, subject to the State's equitable interest therein, to the extent of its *pro rata* share, based upon the State's contribution to the purchase price. "Equipment" shall be

defined as an article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds \$5,000.00.

As authorized by the provisions of the terms of the Tennessee Uniform Commercial Code — Secured Transaction, found at Title 47, Chapter 9 of the **Tennessee Code Annotated**, and the provisions of the Tennessee Motor Vehicle Title and Registration Law, found at Title 55, Chapter 1 of the **Tennessee Code Annotated**, an intent of this Grant document and the parties hereto is to create and acknowledge a security interest in favor of the State in the equipment and/or motor vehicles acquired by the Grantee pursuant to the provisions of this Grant document. A further intent of this Grant document is to acknowledge and continue the security interest in favor of the State in the equipment or motor vehicles acquired by the Grantee pursuant to the provisions of this program's prior year Grants between the State and the Grantee.

The Grantee hereto grants the State a security interest in said equipment. This agreement is intended to be a security agreement pursuant to the Uniform Commercial Code for any of the equipment herein specified which, under applicable law, may be subject to a security interest pursuant to the Uniform Commercial Code, and the Grantee hereby grants the State a security interest in said equipment. The Grantee agrees that the State may file this Grant Contract or a reproduction thereof, in any appropriate office, as a financing statement for any of the equipment herein specified. Any reproduction of this or any other security agreement or financing statement shall be sufficient as a financing statement. In addition, the Grantee agrees to execute and deliver to the State, upon the State's request, any financing statements, as well as extensions, renewals, and amendments thereof, and a production of this Grant Contract in such form as the State may require to perfect a security interest in the equipment. The Grantee shall pay all costs of filing such financing statements and extensions, renewals, amendments and releases thereof, and shall pay all reasonable fees and expenses for record searches for financing statements the State may reasonably require. Without the prior written consent of the State, the Grantee shall not create or suffer to be created pursuant to the Uniform Commercial Code any other security interest in said equipment, including replacements and additions thereto. Upon the Grantee's breach of any covenant or agreement contained in this Grant Contract, including the covenants to pay when due all sums secured by this Grant Contract, the State shall have the remedies of a secured party under the Uniform Commercial Code and, at the State's option, may also invoke the remedies herein provided.

The Grantee agrees to be responsible for the accountability, maintenance, management, and inventory of all property purchased totally or in part with funds provided under this Grant Contract. The Grantee shall maintain a perpetual inventory system for all equipment purchased with funds provided under this Grant Contract and shall submit an inventory control report which must include, at a minimum, the following:

- a. Description of the equipment;
- b. Manufacturer's serial number or other identification number, when applicable;
- c. Consecutive inventory equipment tag identification;
- d. Acquisition date, cost, and check number;
- e. Fund source, State grant number, or other applicable fund source identification;
- f. Percentage of state funds applied to the purchase;
- g. Location within the Grantee's operations where the equipment is used;
- h. Condition of the property or disposition date if Grantee no longer has possession;
- i. Depreciation method, if applicable; and
- j. Monthly depreciation amount, if applicable.

The Grantee shall tag equipment with an identification number which is cross referenced to the equipment item on the inventory control report. The Grantee shall inventory equipment annually. The Grantee must compare the results of the inventory with the inventory control report and investigate any differences. The Grantee must then adjust the inventory control report to reflect the results of the physical inventory and subsequent investigation.

The Grantee shall submit its inventory control report of all equipment purchased with this grant with the final expenditure report as required under Section C.5. of this Grant Contract. This inventory control report shall contain, at a minimum, the requirements specified above for inventory control. The Grantee shall notify the State, in writing, of any equipment loss describing reason(s) for the loss. Should the equipment be destroyed, lost, or stolen, the Grantee shall be responsible to the State for the *pro rata* amount of the residual value at the time of loss based upon the State's original contribution to the purchase price.

Upon termination of the Grant Contract, where a further contractual relationship is not entered into, or at another time during the term of the Grant Contract, the Grantee shall request written approval from the State for any proposed disposition of equipment purchased with Grant funds. All equipment shall be disposed of in such a manner as parties may agree from among alternatives approved by Tennessee Department of General Services as appropriate and in accordance with any applicable federal laws or regulations.

- E.7. Third Party Revenues. Any income generated by, or received for, this Grant and collected by the Grantee shall be reported to the State and used to offset authorized grant expenditures. If the Grantee fails to generate those third party revenues budgeted as a funding source for this Grant, then the amount of the funds payable to the Grantee shall be reduced by that unearned amount.

The Grantee may initiate a written request for budget revision to program-generated income collected in excess of that budgeted, subject to the conditions that (1) the revision is necessary for attaining or enhancing the grant goals, and (2) the Grantee has requested and received prior written approval of the State. Unless such revision is approved by the State, a corresponding reduction in payments by the State will be made to reflect the additional collections.

- E.8. Workpapers Subject to Review. The Grantee shall make audit, accounting, or financial analysis work papers, notes, and other documents available for review by the Comptroller of the Treasury or his representatives, upon request, during normal working hours either while the analysis is in progress or subsequent to the completion of this Grant.

- E.9. Prohibited Advertising. The Grantee shall not refer to this Grant or the Grantee's relationship with the State hereunder in commercial advertising in such a manner as to state or imply that the firm or its services are endorsed.

- E.10. Confidentiality of Records. Strict standards of confidentiality of records shall be maintained in accordance with the law. All material and information, regardless of form, medium or method of communication, provided to the Grantee by the State or acquired by the Grantee on behalf of the State shall be regarded as confidential information in accordance with the provisions of State law and ethical standards and shall not be disclosed, and all necessary steps shall be taken by the Grantee to safeguard the confidentiality of such material or information in conformance with State law and ethical standards.

The Grantee will be deemed to have satisfied its obligations under this section by exercising the same level of care to preserve the confidentiality of the State's information as the Grantee exercises to protect its own confidential information so long as such standard of care does not violate the applicable provisions of the first paragraph of this section.

The Grantee's obligations under this section do not apply to information in the public domain; entering the public domain but not from a breach by the Grantee of this Grant; previously possessed by the Grantee without written obligations to the State to protect it; acquired by the Grantee without written restrictions against disclosure from a third party which, to the Grantee's knowledge, is free to disclose the information; independently developed by the Grantee without the use of the State's information; or, disclosed by the State to others without restrictions against disclosure.

It is expressly understood and agreed the obligations set forth in this section shall survive the termination of this Grant Contract.

- E.11. Copyrights and Patents. The Grantee agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims or suits which may be brought against the State or its officers, agents, or employees for any law regarding patents or copyrights which may arise from the Grantee's performance of this Grant Contract. In any such action brought against the State, the Grantee shall satisfy and indemnify the State for the amount of any final judgment for infringement. The Grantee further agrees it shall be liable for the reasonable fees of attorneys for the State in the event such service is necessitated to enforce the terms of this Grant Contract or otherwise enforce the obligations of the Grantee to the State. The State shall give the Grantee written notice of any such claim or suit and full right and opportunity to conduct the Grantee's own defense thereof.
- E.12. Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the Tennessee "Children's Act for Clean Indoor Air of 1995," the Grantee shall prohibit smoking of tobacco products within any indoor premises in which services are provided to individuals under the age of eighteen (18) years. The Grantee shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Grant Contract.
- E.13. Date/Time Hold Harmless. As required by **Tennessee Code Annotated**, Section 12-4-118, the contractor shall hold harmless and indemnify the State of Tennessee; its officers and employees; and any agency or political subdivision of the State for any breach of contract caused directly or indirectly by the failure of computer software or any device containing a computer processor to accurately or properly recognize, calculate, display, sort or otherwise process dates or times.
- E.14. Hold Harmless. The Grantee agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Grantee, its employees, or any person acting for or on its or their behalf relating to this Grant Contract. The Grantee further agrees it shall be liable for the reasonable cost of attorneys for the State in the event such service is necessitated to enforce the terms of this Grant Contract or otherwise enforce the obligations of the Grantee to the State.

In the event of any such suit or claim, the Grantee shall give the State immediate notice thereof and shall provide all assistance required by the State in the State's defense. The State shall give the Grantee written notice of any such claim or suit, and the Grantee shall have full right and obligation to conduct the Grantee's own defense thereof. Nothing contained herein shall be deemed to accord to the Grantee, through its attorney(s), the right to represent the State of Tennessee in any legal matter, such rights being governed by ***Tennessee Code Annotated***, Section 8-6-106.

- E.15. Eligible Participants. The Grantee certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. The Certification regarding Debarment, Suspension and other Responsibility Matters – Primary and Lower Tier Covered Transactions is hereby incorporated and included in this Grant by reference, as Attachment C.
- E.16. HIPAA Compliance: Grantee warrants to the State that it is familiar with the requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its accompanying regulations, and will comply with all applicable HIPAA requirements in the course of this grant contract. Grantee warrants that it will cooperate with the State in the course of performance of the grant contract so that both parties will be in compliance with HIPAA, including cooperation and coordination with State privacy officials and other compliance officers required by HIPAA and its regulations. Grantee will sign any documents that are reasonably necessary to keep the State and Grantee in compliance with HIPAA, including but not limited to business associate agreements.

SAMPLE

IN WITNESS WHEREOF:

[GRANTEE LEGAL ENTITY NAME]:

[NAME AND TITLE]

Date

[STATE AGENCY NAME]:

[NAME AND TITLE]

Date

APPROVED:

DEPARTMENT OF FINANCE AND ADMINISTRATION:

M. D. Goetz, Jr., Commissioner

COMPTROLLER OF THE TREASURY:

John G. Morgan, Comptroller of the Treasury

Date

DATE
SAMPLE

ATTACHMENT [NUMBER]

GRANT BUDGET

GRANTEE: [NAME]

PROGRAM AREA: Client Services

Refer to *Department of Finance and Administration Policy 03, Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A* for further definition of each expense object line-item in the model budget format. Policy 03 can be found on the Internet at: <http://www.state.tn.us/finance/rds/ocr/policy03.pdf>

THE FOLLOWING IS APPLICABLE TO EXPENSE INCURRED IN THE PERIOD: July 1, 2005 through June 30, 2007

POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY (detail schedule(s) attached as applicable)	GRANT CONTRACT	GRANTEE MATCH (participation)	TOTAL PROJECT
1	Salaries	0.00	0.00	0.00
2	Benefits & Taxes [(PERCENT)]	0.00	0.00	0.00
4, 15	Professional Fee/ Grant & Award (detail attached)	0.00	0.00	0.00
5	Supplies	0.00	0.00	0.00
6	Telephone	0.00	0.00	0.00
7	Postage & Shipping	0.00	0.00	0.00
8	Occupancy	0.00	0.00	0.00
9	Equipment Rental & Maintenance	0.00	0.00	0.00
10	Printing & Publications	0.00	0.00	0.00
11, 12	Travel/ Conferences & Meetings	0.00	0.00	0.00
13	Interest (detail attached)	0.00	0.00	0.00
14	Insurance	0.00	0.00	0.00
16	Specific Assistance To Individuals	0.00	0.00	0.00
17	Depreciation (detail attached)	0.00	0.00	0.00
18	Other Non-Personnel (detail attached)	0.00	0.00	0.00
20	Capital Purchase (detail attached)	0.00	0.00	0.00
22	Indirect Cost [(PERCENT)]	0.00	0.00	0.00
24	In-Kind Expense	0.00	0.00	0.00
25	GRAND TOTAL	0.00	0.00	0.00

LINE-ITEM DETAIL FOR: [PROFESSIONAL FEE/ GRANT & AWARD]	AMOUNT
[SPECIFIC, DESCRIPTIVE, DETAIL] [REPEAT LINE AS NECESSARY]	[AMOUNT]
TOTAL	[AMOUNT]

LINE-ITEM DETAIL FOR: [INTEREST]	AMOUNT
[SPECIFIC, DESCRIPTIVE, DETAIL] [REPEAT LINE AS NECESSARY]	[AMOUNT]
TOTAL	[AMOUNT]

LINE-ITEM DETAIL FOR: [DEPRECIATION]	AMOUNT
[SPECIFIC, DESCRIPTIVE, DETAIL] [REPEAT LINE AS NECESSARY]	[AMOUNT]
TOTAL	[AMOUNT]

LINE-ITEM DETAIL FOR: [OTHER NON-PERSONNEL]	AMOUNT
[SPECIFIC, DESCRIPTIVE, DETAIL] [REPEAT LINE AS NECESSARY]	[AMOUNT]
TOTAL	[AMOUNT]

LINE-ITEM DETAIL FOR: [CAPITAL PURCHASE]	AMOUNT
[SPECIFIC, DESCRIPTIVE, DETAIL] [REPEAT LINE AS NECESSARY]	[AMOUNT]
TOTAL	[AMOUNT]

LINE-ITEM DETAIL FOR: [SUBJECT LINE-ITEM]	AMOUNT
[SPECIFIC, DESCRIPTIVE, DETAIL] [REPEAT LINE AS NECESSARY]	[AMOUNT]
TOTAL	[AMOUNT]

AGENCY NAME:			FOR THE PERIOD: 07/01/04 - 06/30/05			
		FAMILIES FIRST PROGRAM				
		TOTAL	Families First	Donor	In-kind	CPE
TYPE OF EXPENSES	Units	AMOUNT	State/TANF	Match	Match	
A. ADMINISTRATION (%)						
B. FAMILIES FIRST SERVICES						
1. Personnel						
a. Employment/Career Specialist						
b. Case Management Assistants						
c. Multi-functional (Rural only)						
2. Services						
a. Work Preparation Activities						
b. Job Training						
C. SUPPORT & TRANSPORTATION SVCS.						
3. Support Services (all)						
4. Transportation						
D. DIRECT ADMINISTRATIVE EXPEND.						
5. Equipment Maintenance						
6. Insurance						
7. Supplies						
8. Communications						
9. Occupancy						
TOTAL BUDGET		\$-	\$-	\$-	\$-	\$-
FUNDING SOURCE(S)						
1. FAMILIES FIRST PROGRAM						
a.) Families First State/TANF		\$-				
b.) Donor Match		\$-				
MAXIMUM LIABILITY		\$-				
2. MATCHING FUNDS		\$-				
a.) In-kind Match		\$-				
b.) Certified Public Expenditure (CPE)		\$-				
TOTAL BUDGET		\$-				

ATTACHMENT F

TIMELINE

Timeline for Program Year '04
Grant Announcement Families First Funding Availability

Action Item	Timeline
Release Date	10/30/03
Bidder's Develop Proposals	10/30/03 – 12/19/03
Bidder's Conference	11/06/03
Proposals Due to the State Office	12/19/03
District/State Office Review Teams Meet and Rating Completed	12/20/03 – 02/04/04
Awards Announced	02/06/04
Allocation of Resources with Area Managers and District Staff	02/09/04 – 02/13/03
Grant Contract Negotiations with Selected Providers	02/13/04 – 02/27/03
Grant Contracts Processed	4/01/04 – 07/30/04

ATTACHMENT G
PARTICIPANT NUMBERS
BY COUNTY

District Number	County Name	Total Cases	Total Cases w/ Work Requirement		District Number	County Name	Total Cases	Total Cases w/ Work Requirement
1	Anderson	606	186		4	Hamilton	4434	2681
1	Blount	587	181		5	Bedford	287	110
1	Campbell	347	80		5	Cheatham	113	30
1	Carter	567	210		5	Coffee	433	160
1	Claiborne	326	72		5	Dickson	316	147
1	Cocke	333	95		5	Franklin	252	61
1	Grainger	133	35		5	Giles	186	87
1	Greene	453	145		5	Hickman	211	103
1	Hamblen	463	209		5	Houston	67	27
1	Hancock	146	72		5	Humphreys	150	63
1	Hawkins	481	206		5	Lawrence	204	66
1	Jefferson	334	116		5	Lewis	66	26
1	Johnson	150	70		5	Lincoln	372	59
1	Loudon	165	51		5	Marshall	206	80
1	Monroe	254	91		5	Maury	540	243
1	Morgan	178	67		5	Montgomery	1435	881
1	Roane	450	205		5	Moore	22	6
1	Scott	325	121		5	Perry	30	7
1	Sevier	328	137		5	Robertson	366	186
1	Sullivan	876	289		5	Rutherford	1704	1063
1	Unicoi	191	76		5	Stewart	97	41
1	Union	249	83		5	Sumner	1150	670
1	Washington	621	235		5	Trousdale	55	14
2	Knox	3991	1882		5	Wayne	84	17
3	Bledsoe	75	27		5	Williamson	224	113
3	Bradley	386	178		5	Wilson	274	96
3	Cannon	96	46		6	Davidson	10596	6318
3	Clay	66	9		7	Benton	131	61
3	Cumberland	445	229		7	Carroll	441	244
3	DeKalb	144	49		7	Chester	141	80
3	Fentress	179	49		7	Crockett	115	20
3	Grundy	187	60		7	Decatur	103	49
3	Jackson	81	21		7	Dyer	461	42
3	Macon	190	66		7	Fayette	188	23
3	Marion	294	95		7	Gibson	589	259
3	Meigs	112	43		7	Hardeman	381	70
3	McMinn	385	165		7	Hardin	185	56
3	Overton	155	52		7	Haywood	282	80
3	Pickett	29	10		7	Henderson	170	67
3	Polk	64	16		7	Henry	309	141
3	Putnam	567	309		7	Lake	123	21
3	Rhea	371	139		7	Lauderdale	443	71
3	Sequatchie	92	43		7	Madison	1709	1009
3	Smith	90	38		7	McNairy	251	61
3	Van Buren	21	4		7	Obion	216	16
3	Warren	273	97		7	Tipton	528	111
3	White	157	50		7	Weakley	204	95
					8	Shelby	24497	12871